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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
AND THE
MASSACHUSETTS ORGANIZATION OF STATE ENGINEERS AND SCIENTISTS
FOR A
SUCCESSOR AGREEMENT
July 1, 2009 through June 30, 2012**

The parties agree to the following modifications to the Commonwealth and Massachusetts Organization of State Engineers and Scientists Collective Bargaining Agreement for unit 9 for July 1, 2007 through June 30, 2008:

**Article 6A
Mutual Respect**

The Commonwealth and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Commonwealth's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than ninety (90) days from the occurrence of the incident(s). In the event the employee(s) concerns are not addressed at the Agency level, whether informally or through the grievance procedure, within a reasonable period of time, the employee or the union may file a grievance at step 3 of the grievance procedure as set forth in Article 23. If an employee, or the Union, requests a hearing at step 3, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article 23. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process.

**Article 8
Leave**

Section 8.1 Sick Leave

C.2 An employee may use up to a maximum of sixty (60) days per calendar year for the purpose of: . . .

Section 8.3 Bereavement Leave

- A. Upon evidence satisfactory to the Appointing Authority of the death of a spouse or child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.
- B. Upon evidence satisfactory to the Appointing Authority of the death of a spouse, ~~child~~, parent, brother, sister, grandparent, grandchild, or parent of spouse, or person living in household an employee shall be entitled to leave without loss of pay for a maximum of four ~~consecutive~~

~~calendar days commencing with the date of death or ending after the date of the funeral, at the option of the employee. within thirty (30) calendar days from the date of said death.~~

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Section 8.7 Family and Medical Leave

B. Medical Leave

2. **(NEW) Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the Appointing Authority shall grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.**

(renumber the following sections accordingly)

3. **At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave. If thirty (30) day notice is not possible, the employee shall give notice as soon as practicable. The employee shall provide, upon request by the Appointing Authority, satisfactory medical evidence. An employee requesting a medical leave shall complete the Department's FMLA form and submit it to the Appointing Authority. Satisfactory medical evidence is defined under Section 8.1(K) of this Article. If the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense. In the event there is a conflict between the second opinion and the original medical opinion, the Appointing Authority and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Appointing Authority and the employee, at the Appointing Authority's expense.**

Article 9 Vacation

Section 9.16 (NEW)

Upon approval of the Appointing Authority or his/her designee, an employee may be eligible to redeem up to seven (7) days of vacation leave credits per calendar year. Payment for such credits shall be at the employee's hourly base salary rate as of the date of approval. This provision shall be extended to part- time employees in the same proportion that his/her service bears to full-time service. Employees receiving workers compensation benefits are ineligible for redemption of vacation credits.

Article 11 Employee Expenses

Section 11.4 (NEW)

Reimbursement of any employee expenses pursuant to this Article shall be contingent upon the submission of requests within reasonable timeframes established by the Appointing Authority. The Employer shall reimburse the employee within the same reasonable time frames absent exigent circumstances.

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**Article 12
Salary Rates**

Section 12.1

The following shall apply to full-time employees:

- A. Effective the first pay period in July 2009, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a one percent (1%) increase in salary rate.**
- 1. If FY10 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total two percent increase effective in July of 2009.**
 - 2. If FY10 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total three percent increase effective in July of 2009.**
- B. Effective the first pay period in July 2010, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.**
- C. Effective the first pay period in July 2011, employees who meet the eligibility criteria provided in Section 2 of this article shall receive an increase of 2.5 %. In addition, Step 11 of the salary chart shall be increased by 0.68%, and Step 12 shall be increased by 0.86%.**

**Article 13A
Health and Welfare**

Section 13A.2 Funding

- A. Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee an additional \$.50 per week.**

Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full time employee an additional \$.50 per week.

**Article 17A
(NEW) Classification/Compensation Review**

Section 17A.1 Purpose

This Article is intended to provide a process for reviewing job classifications when it is alleged that those classifications may require modification. The president of MOSES shall submit requests for said reviews as provided in Section 2 of this Article.

Section 17A.2 Classification Review Committee

There shall be established a Classification Review Labor-Management Committee. The purpose of the Committee shall be to review requests as submitted to the Chief Human Resources Officer or other individual selected by the Employer as indicated in Section 1 above. The Committee shall be comprised of four (4) representatives designated by the Human Resources Division (HRD) or designated by other appropriate successor Division by the Employer and four (4) representatives designated by the president of MOSES. There shall also be a representative of the Classification Division of HRD or designated by other appropriate successor Division by the Employer assigned to the Committee, who shall function as a resource to the Committee. With

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the concurrence of the full Committee, union and/or management subject matter experts may also be asked to provide information to the Committee.

Section 17A.3 Procedure

When assessing titles submitted for review, the Committee may consider any and all information provided by the Committee members, as well as information provided by the resources described in Section 2 above. Such information may include, but need not be limited to: the relationship of one Commonwealth Unit 9 classification to other Commonwealth classifications; a comparison of the subject Unit 9 classification with the same or similar classifications in other industrialized states; and/or a comparison of the subject classification with the same or similar classifications in Massachusetts jurisdictions other than the State. Based on the information presented to the Committee, and upon a majority determination of the Committee, the Committee shall make a recommendation for changes to the job classification reviewed. Said recommendation may be forwarded to the Chief Human Resources Officer or other individual selected by the Employer for his/her consideration.

Section 17A.4 Implementation of the Classification Review Committee Findings

In the event the Chief Human Resources Officer or other individual selected by the Employer concurs with the recommendation from the Committee, and in the event such recommendation shall result in the need for a funding request to implement the recommendation, the Chief Human Resources Officer or other individual selected by the Employer may pursue options for funding at the time of issuance of said concurrence, or defer discussion on funding to negotiations for a successor collective bargaining agreement, at the sole discretion of the Chief Human Resources Officer or other individual selected by the Employer. If the recommendation of the Committee is denied by the Chief Human Resources Officer or other individual selected by the Employer, the Committee shall be informed of the reasons for the determination. If, in the majority determination of the Committee, additional information regarding the denied request becomes available to the Committee and is of sufficient magnitude to warrant reconsideration of said request, said request may be resubmitted to the Chief Human Resources Officer or other individual selected by the Employer for reconsideration, provided that no such resubmission shall be made more than once per year. The determination of the Chief Human Resources Officer or other individual selected by the Employer shall be final. The provisions of this Article shall not be subject to the grievance procedure.

Section 17A.5 The Employer and the Union agree that the procedure provided in this Article shall be the sole procedure for class reallocation for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

Article 20 Safety and Health

The parties agree to establish a program to monitor air quality at new and existing worksites. The parties agree to negotiate over the specific provisions of such a protocol within 60 days.

Article 22A Reassignments

The Commonwealth and the Union recognize the efficiency of promoting energy saving endeavors by offering an alternative to employees who may commute lengthy distances to

and from their homes to work. The parties therefore agree to initiate a pilot program to implement job swapping opportunities between employees that work in the same job title and functions and within the same agency, but at geographically disparate work locations. Employees requesting a swap may file their request with the Agency's human resource office. When two or more employees submit matching swap requests the Agency shall favorably consider the swap unless one or more of the following conditions apply:

1. The swap would unduly interrupt client services or operational efficiency at either or both of the swap locations
2. One or more of the applicants has had an unsatisfactory performance review in the preceding year or one or more of the applicants currently has a corrective action plan in place
3. One or more of the applicants would be unable to perform the duties of the position to which they wish to swap without substantial training

An employee who enters into a swap will not be able to do so again for 2 years. Employees shall not be able to enter into a swap during their new employee or promotional probation period, nor within 12 months of entering a job title.

Swap requests by two or more employees to the same position shall be determined by seniority as measured by length of service within the Agency. If seniority is equal, then length of state service will be used to determine the more senior employee.

The Office of Employee Relations, the designated Pilot Agency and the Union shall establish a committee to review and monitor implementation of this program and recommend changes as necessary. This pilot program shall be in effect for two years from date of signing and shall be implemented in the Department of Environmental Protection.

The parties agree that there shall be a special Labor Management Committee established to discuss telecommuting, 4-day work weeks and additional energy saving endeavors.

Article 23A Grievance Procedure

Section 23A.11 (NEW)

It is agreed that grievances may be filed by the Union electronically, either by facsimile or by email as a scanned attachment.

Re-Opener

In the event that during the term of this Agreement a Collective Bargaining Agreement is submitted by either the Governor, or the Secretary for Administration and Finance and said Agreement is funded by the Legislature and in the event such Agreement contains provisions for across the board salary increases in excess of those contained in this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.

[Handwritten initials]

Article 29
Duration

This Agreement shall be for the **three** year period from **July 1, 2009** through **June 30, 2012** and terms contained herein shall be effective upon execution unless otherwise specified. Should a successor agreement not be executed by **June 30, 2012** this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after ~~November 1, 2005~~ January 1, 2012.

Side letter on GPS devices
See attached

Other leave

The Commonwealth agrees that as part of the implementation of this agreement it shall advise departments and agencies that FMLA leaves may be extended or renewed beyond the 26 weeks otherwise provided for in the agreements, at the discretion of the Agency.

Other:

Sick Leave Bank

The parties agree to form a labor/management committee to study the use and administration of sick and extended illness leave banks.

For the Commonwealth
[Signature]

For the Union
[Signature]
B. Marc Gunnig
[Signature]
[Signature]
Eric F. Klein